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In the Supreme Court of the United States

OCTOBER TERM, 1991

INDUSTRIAL HELICOPTERS, INC.
Defendant-Petitioner

VERSUS

MICHAEL J. GREEN
Plaintiff-Respondent

UNITED STATES FIDELITY & GUARANTY COMPANY
Plaintiff-intervenor/ Respondent

PETITION FOR WRIT OF CERTIORARI TO THE LOUISIANA SUPREME COURT

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QUESTION PRESENTED FOR REVIEW

1. Whether Louisiana can create a new maritime cause of action.

PARTIES TO THE PROCEEDING BELOW

All parties to the proceeding below appear in the style of this case. There are no parent or subsidiary companies to be listed pursuant to S.Ct. R. P. 29.1.

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IN THE
SUPREME COURT OF THE UNITED STATES
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UNITED STATES FIDELITY
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Plaintiff-intervenor/
Respondent

PETITION FOR WRIT OF CERTIORARI

Industrial Helicopters, Inc. files this petition for a writ of certiorari to review the judgment and opinion of the Louisiana Supreme Court for the reasons listed herein.

REPORTS OF OPINIONS DELIVERED IN THE CASE BY OTHER COURTS

The Louisiana Supreme Court decision of this case rendered January 17, 1992 is found at 593 So.2d 634 (La. 1992) (APPENDIX A). The denial of rehearing, which made the Louisiana Supreme Court opinion final, was issued February 20, 1992 and is reported at 593 So.2d 634 (La. 1992) (APPENDIX A).

The Louisiana Third Circuit Court of Appeal deci-

sion, *en banc* is reported at 576 So.2d 1183 (La. App. 3rd Cir. 1991). (APPENDIX F). The original Louisiana Third Circuit Court of Appeal decision is found at 560 So.2d 684 (La. App. 3rd Cir. 1990) (APPENDIX L).

The trial court decision of the Fifteenth Judicial District, State of Louisiana is an unreported decision but is attached as APPENDIX M.

STATEMENT OF GROUNDS OF JURISDICTION

The United States Supreme Court has jurisdiction to review the January 17, 1992 Louisiana Supreme Court decision and its order denying rehearing issued February 20, 1992 under authority of 28 USC § 1257(a) which specifically provides for jurisdiction over "final judgments or decrees rendered by the highest court of a state in which a decision could be had . . . where the validity of a statute of any state is drawn in question on the ground of its being repugnant to the laws of the United States."

Additionally, U.S. Supreme Court Rule 10.1(b) and (c) provides for consideration of petitions for writs of certiorari to the Supreme Court as follows:

> "When a state court of last resort has decided a federal question in a way that conflicts with the decision of another state court of last resort or of a United States Court of Appeals." Rule 10.1(b)
>
> and
>
> When a state court . . . has decided an important question of federal law which has not been, but should be, settled by this Court, or has decided a federal question in a way that conflicts with applicable decisions of this Court." Rule 10.1(c)

STATUTE INVOLVED

The state statute involved in these proceedings is the Louisiana strict custodial liability law found in Louisiana Civil Code Article 2317:

> **"Acts of others and of things in custody**
>
> We are responsible, not only for the damage occasioned by our own act, but for that which is caused by the act of persons for whom we are answerable, or of the things which we have in our custory...."

STATEMENT OF THE CASE

Michael Green filed suit against Industrial Helicopters and its pilot, Doug Wright, seeking personal injury damages. The suit was filed in the Fifteenth Judicial District Court, Parish of Lafayette, Louisiana. The petition alleges that Green was employed by Southern Petroleum Laboratories, Inc. (SPL) which had engaged the services of Industrial Helicopters "as an air taxi for transportation from Milton, Louisiana, to Aminoil platform at High Island 561 and High Island 309", approximately 90 miles offshore. Green claimed pilot negligence and maintenance negligence of Industrial Helicopters under Louisiana Civil Code Article 2315. He also claimed that Industrial Helicopters was responsible on the basis of strict liability for the defects existing in the helicopter pursuant to Louisiana Civil Code Article 2317 and "*other applicable Federal or Louisiana statutes*".

United States Fidelity and Guaranty Company (USF&G) provided worker's compensation insurance for SPL. USF&G intervened seeking reimbursement for

medical payments and worker's compensation paid under the Federal Longshoreman's and Harbor Worker's Act (LHWCA).

The following facts are pertinent to this cause. Green was employed by SPL as a gas meter instrument technician and was riding as a passenger in the helicopter. Suddenly and with very little warning, the helicopter lost engine power, caused by mechanical failure of the helicopter's governor mechanism. During the descent into the Gulf, the pilot had ample opportunity to instruct Green to prepare for the landing on the water and the pilot maneuvered the helicopter so that it landed softly on its pontoons. Exxon personnel dispatched a rescue capsule from an adjacent oil platform to the floating but disabled helicopter. Green claimed his injuries occurred either in the rescue operations or as a result of the helicopter's alleged impact on the water.

The trial judge specifically found that neither Industrial Helicopters nor its pilot was liable under any theory of negligence. The pilot's "handling of this emergency situation was extraordinary". *Green*, Trial Court Opinion (Appendix N, p. A-168). He also found that Industrial Helicopters was not negligent in the maintenance or inspection of its helicopters and that it was not possible for Industrial Helicopters to have discovered the defective governor. The manufacturer of the governor mechanism, (the sealed unit which controlled the engine fuel and caused the accident) was not included as a party by Green. Industrial Helicopters was nonetheless held liable for any damages caused by the defective thing in its care, custody or control under Louisiana Civil Code Article 2317 (APPENDIX N).

Green and USF&G appealed seeking additional damages. Industrial Helicopters answered the appeal. The Third Circuit Court of Appeal, State of Louisiana, affirmed and amended the Trial Court's decision (APPENDIX L). The Appellate Court agreed with the Trial Court's exculpation of Industrial Helicopters and its pilot from any liability under negligence. The Appellate Court found, however, that since the helicopter was in the custody of Industrial Helicopters it was strictly liable to plaintiff based on plaintiff's proof of a defect in the helicopter which created an unreasonable risk of harm to petitioner, Michael Green. The Appeal Court confirmed the application of strict liability under Louisiana Civil Code Article 2317.

Industrial Helicopters applied for a rehearing calling the Court's attention to a recently rendered decision out of the same Parish and State Judicial District, which was appealed and argued before a different panel of the same Third Circuit Court (APPENDIX K). In *Duhon v. Petroleum Helicopters, Inc.*, 554 So.2d 1270 (La. App. 3rd Cir., 1989) rehearing denied, writ denied, the Third Circuit Court, State of Louisiana found Louisiana Civil Code Article 2317 inapplicable to a helicopter owner under similar facts (APPENDIX J). After rehearing was denied by the Third Circuit Court, Industrial Helicopters sought a writ of certiorari to review the decision of the Court of Appeals with the Louisiana Supreme Court (APPENDIX H). On October 19, 1990, the Louisiana Supreme Court granted the writ of certiorari and remanded the *Green* case to the Third Circuit Court of Appeal ordering an en banc hearing to determine whether the *Green* decision was in conflict with the *Duhon* decision, supra, and if so to determine which view was correct (APPENDIX G). On remand, a majority of the Third Circuit appellate court affirmed the *Duhon* case and reversed *Green* thereby upholding the proposition that Louisiana Civil Code Article 2317 was not available to a plaintiff filing suit in State Court under the

"savings to suitors" clause since it conflicted with the maritime or admiralty law which establishes the substantive rights of parties in such an accident on the high seas (APPENDIX F).

Although the Louisiana Supreme Court previously denied writs in the *Duhon* case, which considered the question of strict liability being applicable in such a situation, a writ of certiorari was granted to the plaintiff, Green, and intervenor, USF&G. On January 17, 1992, Chief Justice Pascal Calogero, writing for a unanimous Louisiana Supreme Court held that;

> ..."there is no applicable contrary federal legislation and that La. C.C. art. 2317 neither prejudices the characteristic features of the general maritime law nor interferes impermissibly with any required uniformity in such law", (APPENDIX A, p. A-20)

and therefore applied Louisiana Civil Code Article 2317 (strict custodial liability) to this accident. The Louisiana Supreme Court overruled the previous decision of *Duhon v. Petroleum Helicopters, Inc.*, 554 So.2d 1270 (La. App. 3rd Cir., 1989) writ denied 559 So.2d 1360 (La. 1990) (APPENDIX A). The effect of this decision was to reinstate the *Green* judgment of the Third Circuit Court of Appeals dated April 18, 1990 found at 560 So.2d 684 (La. App. 3rd Cir. 1990). Industrial Helicopters' application for rehearing was denied (APPENDIX A & B). This petition for certiorari seeks review and reversal of the Louisiana Supreme Court decision.

REASONS FOR ALLOWING THE WRIT

WHETHER LOUISIANA CAN CREATE A NEW FEDERAL MARITIME CAUSE OF ACTION.

The imposition of Louisiana Civil Code Article 2317, strict custodial liability, for injuries sustained by non-seaman on the high seas creates a new federal maritime cause of action. In doing so the Louisiana Supreme Court created a special pigeon hole for claims of passengers who were injured on the high seas in accidents involving aircraft.

This holding, if allowed to stand, will create havoc in the maritime personal injury law of the United States. Such claims of non-seaman passengers injured in offshore waters, beyond a state's territorial limits and not subject to the Outer Continental Shelf Lands Act (OCSLA) (43 USC 1331, et seq.), would be controlled by various laws without uniformity. Each adjacent state's law would apply to its citizens depending on the fortuitous event of the site of the accident. General Maritime Law has always been opposed to any such operation of law and this decision now sets these possibilities in motion.

The Louisiana Supreme Court apparently recognized its venture when it made the following statement:

> "The question whether La.C.C. art. 2317 applies under these circumstances is a *res nova* issue in this court. Nor has the U.S. Supreme Court directly addressed whether strict custodial liability may be part of the general maritime law, nor expressly authorized Louisiana's supplementation in that fashion for cases properly within Louisiana courts' jurisdiction and tried in those courts." *Green v. Industrial Helicopters*, 593

So.2d 634 (La. 1991) at p. 637 (APPENDIX A, p. A-5) (Emphasis added)

The foregoing analysis by the Louisiana Supreme Court demonstrates the necessity for this Honorable Court to seriously consider this writ application. Regardless of the unlikely acceptance of the theory that Louisiana's strict liability law is merely ancillary to the general maritime law, the proper forum for that ultimate decision is the Supreme Court or the Congress of the United States. Petitioner is quick to urge however, that this Court's sensitivity and protection of uniformity would dictate repudiation of such a proposal. While Louisiana or any other state is free to adopt remedies and implement them, these remedies cannot make changes in substantive maritime law. This was also recognized by the Louisiana Supreme Court when it made this observation:

> "As a matter of logic and legally permissible principle, Louisiana may afford a remedy not traditionally found in the maritime law, provided that the remedy neither conflicts with substantive maritime law nor impermissibly *interferes with the requirement of uniformity.*" *Green,* supra at p. 639 (APPENDIX A, p. A-8) (emphasis added).

Ironically this "logic and legally permissible principle" was spurned by the Louisiana court relying on its conclusion that "in this setting" strict liability does not defeat the purpose of any specific Congressional pronouncement. The Court also held that Article 2317 does not create a material prejudice to the characteristic features of maritime law and does not interfere with the uniformity of that law in international and interstate relations. Yet, if the Court relied on "logic and legally permissible principle[s]", they should not have disregarded the fact that each

sovereign state bordering an oceanic body could conceivably create different and diverse bodies of admiralty tort law. Certainly this would directly inhibit and jeopardize the uniformity and tranquility of international and interstate relations as it relates to maritime law. This is not a desirable consequence.

THE LOUISIANA SUPREME COURT'S ANALYSIS

The Louisiana Supreme Court continued its analysis of the application of strict custodial liability law by determining whether there is applicable federal legislation identifying the "characteristic features of maritime law" and by examining the "scope of the uniformity requirement." Under this first step, the Court cites as one example for Article 2317 applicability, *Askew v. American Waterways Operatior, Inc.*, 411 U.S. 325, 93 S.Ct. 1590, 36 L.Ed.2d 280, (1973). However, that case is distinguishable from the case at bar. *Askew* involved an injnunctive action brought by several shipping associations, the Florida Coastal Barge and Towing Industry and other owners and operators of oil terminal facilities located in Florida. The parties sought to enjoin the application of the Florida Oil Spill Prevention and Pollution Control Act, stating that the Water Quality Improvement Act, enacted by Congress in 1970, preempted the Florida statute. The state statute imposed strict liability for damages as a result of an oil spill in the state's territorial waters despite the existence of a pervasive system of federal control governing oil spills. Under the federal statute the state had *no* remedy for recovery. The federal statute provided a method for repayment of costs to the U. S. Government *only*. The Florida statute provided the state with the same remedy of repayment, but, allowed it to recover damages for destruction to its coastal wetlands. Further, the federal act specifically *allowed* supplementation by state regulations. Therefore,

the *Askew* case differs greatly from the case at bar in that the federal admiralty tort law provides Michael Green a remedy for recovery of damages, thus negating the need for supplemental state law.

Still under the first prong of the analysis, the Court cites, as the only possible statutory provision applicable which allows supplemental state law, the Outer Continental Shelf Lands Act (OCSLA), supra. The ultimate test in determining whether the OCSLA is applicable, is the "situs" analysis. This situs inquiry is the requisite foundation in all cases for determining the applicability of federal admiralty tort law. However, after a correct analysis, the Court concluded that the OCSLA is not applicable in *Green* by a factual analogy to *Offshore Logistics Inc. v. Tallentire,* 477 U.S. 207, 106 S.Ct. 2485, 91 L.Ed.2d 174 (1986). The Louisiana Court then determined that since there is no federal statute applicable, the focus should turn to the federal general maritime law to see if La. C.C. Article 2317 would materially prejudice the "characteristic features of maritime law."

During this examination of the various remedies provided by the general maritime law, the Louisiana court reviewed the traditional means of reparation. It concluded that the time-honored and sanctioned methods of recovery allowed under general maritime law depended upon a person's classification as "a seaman, a non-seaman maritime worker, or a nonmaritime worker." *Green* supra, at p. 640 (APPENDIX A, p. A-11). There is nothing erroneous about that observation. Again however, after a seemingly thoughtful analysis, the Louisiana court fell off the ledge. Without any legal authoritative basis and while at the same time recalling the conflicts argument as having some appeal, the Court nevertheless stated that, under the circumstances of this case, the general maritime law, which

requires proof of negligence, authorizes application of state law strict liability. *Green* supra at p. 641, (APPENDIX A, p. A-13). We submit this assessment to be patently erroneous.

In *Green*, supra, the Louisiana high court reversed its previous consideration of this question when it had denied writs of review in a matter entitled *Duhon v. Petroleum Helicopters, Inc.*, 554 So.2d 1270 (La. App. 3rd Cir. 1989) writ denied, 559 So.2d 1360 (La. 1990) (APPENDIX J). The Louisiana third circuit appellate court recognized that there was no implied warranty of seaworthiness extended to passengers and pointedly concluded:

> "Since the general maritime tort law requires proof of negligence by a passenger who sues a common carrier, and La. C.C. art. 2317 does not require proof of negligence, *there is a substantive conflict* affecting the rights of the parties, and the maritime law must prevail." *Duhon v. Petroleum Helicopters, Inc.*, supra, p. 1277 (APPENDIX J, p. A-129) (emphasis added)

The above cited *Duhon* decision is specifically overruled by the action of the Louisiana Supreme Court in *Green*.

HELICOPTERS AND VESSEL PASSENGERS

The Court attempts to distinguish this case from other traditional maritime matters by concluding that helicopters are not to be considered vessels since they do not "cope with the hazards of the sea", *Green*, supra, at p. 641 (APPENDIX A, p. A-14). However, a review of the Court's analysis, in light of previously considered authorities and the parallel legal consequences, reveals that distinction to be meritless.

The most basic criterion used to decide the identity of a vessel is whether the purpose for which it is constructed and the business for which it is engaged bears any connexity to traditional maritime activity. T. Schoenbaum, *Admiralty and Maritime Law,* § 3-6 at 81 (1987) (hereinafter, Schoenbaum). A large navigation buoy designed to be towed from place to place was held to be a vessel. *Charles Barnes Co. v. One Dredge Boat,* 169 Fed 895 (E.D.Ky. 1909), *Wendt v. General Dynamics Corp.,* 1979 AMC 2897 (D.N.J. 1978). Additionally, in *Dardar v. Louisiana State Dep't of Highways,* 447 F.2d 952 (5th Cir. 1971), rehearing denied 405 U.S. 1048, 92 S.Ct. 1308, 31 L.Ed.2d 591 (1972), a car shuttle ferry permanently anchored to shore was found to be a vessel. Granted, aircraft, helicopters and seaplanes are not ordinarily classified as vessels because their purpose is to fly through the air, not to navigate on water. Schoenbaum, supra. However, a seaplane that is navigating on the water may be a vessel. *Barger v. Petroleum Helicopters, Inc.* 692 F.2d 337 (5th Cir.1982), rehearing denied 698 F.2d 1216 (5th Cir.1983); *Smith v. Pan Air Corp.* 684 F.2d 1102 (5th Cir. 1982); *Hebert v. Air Logistics, Inc.* 720 F.2d 853 (5th Cir. 1983); *Reeves v. Offshore Logistics, Inc.* 720 F.2d 835, 1984 AMC 2552 (5th Cir. 1983).

The issue of whether an aircraft is considered a vessel for admiralty purposes was first addressed in the case of *Executive Jet Aviation, Inc. v. City of Cleveland,* 409 U.S. 249, 93 S.Ct. 493, 34 L.Ed.2d 454 (1972). The *Executive Jet* court held that the function of the aircraft must possess "maritime flavor" in order for the aircraft to be declared a vessel for admiralty purposes. In *Offshore Logistics Inc. v. Tallentire,* 477 U.S. 207, 106 S.Ct 2485, 91 L.Ed.2d 174 (1986), this Court held that a helicopter crash, in waters approximately 35 miles off the coast of Louisiana, invoked admiralty jurisdiction. The *Tallentire* court

concluded that a helicopter, although not a traditional maritime conveyance, when used to ferry passengers from an island to shore is engaged in a function traditionally performed by vessels. This is sufficient to satisfy the "maritime flavor" requirement enunciated in *Executive Jet.*

By ferrying offshore workers to artificial islands, the function of the Industrial helicopter in this case bears a significant resemblance to a vessel in performing a duty traditionally undertaken by watercrafts. (Hypothetically, since the occurrence of the event(s) which directly caused the plaintiff's injuries have not been accurately determined, the author wonders whether a "downed" helicopter, resting on its pontoons, while facing the perils of the sea, is still not considered a vessel for admiralty puposes. Does a helicopter become a vessel once it is removed from the sky and placed on a navigable body of water?) Whether we regard a helicopter and a vessel dissimilar in its respective means of mobility, the function and purpose of its mission, together with the situs of an incident, are determinative for issues and concerns of maritime law.

The helicopter involved in this case was clearly involved in a form of commerce directly related to traditional maritime activity and therefore, the Louisiana Court's distinction is one without merit. Further, we submit that where there exists a possible application of admiralty jurisdiction, the factors cited by Schoenbaum, supra, and the "maritime flavor" rationale of *Executive Jet* must be considered in every case to avoid different classifications and provide uniformity.

A LIMITED APPLICATION?

To expect that the application of Article 2317 in

passenger related high seas accidents will be limited to aviation cases is delusive. It is unknown how widespread the ingenuity of the injured plaintiff will be, armed with the munitions of strict liability. If we try to isolate passenger-related helicopter accidents as a basis for the application of strict liability, it would not be long before other passenger accidents on cruise ships, fishing boats, seaplanes, air-boats, hydrofoils, and owners or other similar contrivances would be subjected to responsibility without fault.

Already in *Thomas v. B.J. Titan Services Co.* 1992 WL 47798 (La.App. 4th Cir. 3/17/92) (not yet officially reported), the court rejected defendant's contention that federal maritime law applied by citing the *Green* decision. We can certainly expect every personal injury claim originating in Louisiana offshore waters to include strict liability as its main thrust. We can also expect a comprehensive use of strict liability in every conceivable maritime and admiralty case.

STATE INTEREST VERSUS FEDERAL INTERESTS

The Louisiana Supreme Court emphasized in its opinion Louisiana's interest in deciding the issue of applicable law. However, applying considerations of conflicts of laws or choice of law rules should have no relevance in the determination of maritime jurisdiction and substantive rights. Federal law is supreme where there is a conflict. Uniformity is required. In *Miles v. Apex Marine Corporation*, 111 S.Ct. 317 (1990) a hallmark decision for uniformity and the most recent expression and endorsement of its need, the Court said:

> "Maritime tort law is now dominated by federal statute, and we are not free to expand remedies at will simply because it might work to the benefit of the seaman and those dependent upon them" at p. 327.

Under the guise of State interest and contacts, the Louisiana Court failed to realize that it was indeed "sailing in occupied waters" where general maritime law is considered a "preclusive effect' *Miles,* supra at p. 325, 327.

Relationships with the adjacent shore have no relevance to the resolution of whether an action is governed by maritime law, especially when the injury occurs on the high seas beyond the three mile limit. *Offshore Logistics,* supra 106 S.Ct. at p. 2493. If the tort claim is properly within admiralty or maritime jurisdiction, it would made no difference at all how many contacts the parties or vehicles had with the State of Louisiana. This is particularly true since the same contacts and interests are present every time Industrial, or any other Louisiana helicopter company, ferries a Louisiana citizen back and forth between platforms. The fact that a helicopter is "hangared" in Louisiana should not be a consideration in ousting maritime or federal jurisdiction .

The Louisiana Supreme Court incorrctly applied the doctrine of unseaworthiness to a non-seaman helicopter passenger. The only beneficiaries of the doctrine are seamen. *The Osceola,* 189 U.S. 158 (1903). Michael Green was not a seaman and the Court erred and offered no proper legal justification for extending a seaman's remedy to non-seaman residents of Louisiana. "In this setting" state interest alone is not sufficient.

Louisiana's strict liability does not "conform" to the governing federal maritime standard, i.e., requirement of the proof of negligence. Green's injuries occurred on the high seas, "an area where the federal interests are primai . ." *Offshore Logistics,* 106 S.Ct. at p. 2500. In the name of state interest, the Louisiana Supreme Court has disrupted and usurped the primary federal interests in this

case. No amount of state interest can justify a situation where the state remedy *conflicts* with and *replaces* the federal remedy. We must never lose sight that the plaintiff's injuries occurred on the high seas, and, as stated in *Offshore Logistics,* supra, at p. 2500 this is "an area where the federal interests are primary."

SAVINGS TO SUITORS

The import of the "savings to suitors" clause was explained in the Court's decision of *Offshore Logistics, Inc. v. Tallentire,* 106 S.Ct. 2485, 2495 (1986) as follows:

> "The 'savings to suitors' clause leaves state courts competent to adjudicate maritime causes of action in proceedings *in personam* and means that 'a state, "having concurrent jurisdiction is free to adopt such remedies, and to attach to them such incidents, as it sees fit" so long as it does not attempt to [give *in rem* remedies or] make changes in the "substantive maritime law." ' . . . Stated another way, the 'savings to suitors' clause allows state courts to entertain *in personam* maritime causes of action, but in such cases the extent to which state law may be used to remedy maritime causes of action, but in such cases the extent to which state law may be used to remedy maritime injuries is constrained by a so-called 'reverse-*Erie*' doctrine which requires that the substantive remedies afforded by the States conform to governing federal maritime standards." (citations omitted) (emphasis added)

Filing suit in state court under the "savings to suitors" clause of the Judiciary Act of 1789 does not create a "maritime but local" situation nor does the state filing create state interest for purposes of offshore maritime personal injury recovery.

CONCLUSION

The acceptance of strict custodial liability is not simply a situation where the general maritime law is being supplemented by state law but is in fact a replacement of general maritime law with state law. A state statue which replaces or substitutes a rule requiring proof of negligence does not and cannot supplement such a rule. Strict liability cannot supplement negligence because the latter is consumed by the former. Such standards cannot mutually exist. From now on, at least in passenger-related accidents occurring on the high seas off Louisiana's coast, plaintiffs will not be required to prove defendant's fault or negligence. However, maritime law will be applied in such situations in the courts of other coastal states. We respectfully submit that replacing or substituting does not supplement and therefore the Louisiana court itself is interfering with and prejudicing the "characteristic features of maritime law". The result is that the maritime rule becomes meaningless.

Petitioner contends that if this Court does not redress the wrong created by the opinion of the Louisiana Supreme Court in *Green v. Industrial Helicopters, Inc.*, 593 So.2d 634 (La. 1992) (APPENDIX A), a once consistent and uniform body of law will be dissected and parcelled into twenty-three different bodies of admiralty law, one for each coastal state. For these reasons, Industrial Helicopters, Inc. 593 So.2d 634 (La. 1992) (APPENDIX A), a once consistent and uniform body of law will be dissected and parcelled into twenty-three different bodies of admiralty law, one for each coastal state. For these reasons, Industrial Helicopters, Inc. requests that this Honorable Court grant its application for writ of certiorari.

DATED this 18th day of May, 1992.

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INDUSTRIAL HELICOPTERS, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing Petition and Attachments have been duly mailed to counsel for Respondent, Michael Green, Karl W. Bengtson, Attorney at Law, P. O. Drawer 52548, Lafayette, Louisiana, 70505, and to Respondent, USF&G, Nicholas Gachassin, Jr., Attorney at Law, P. O. Box 2850, Lafayette, Louisiana 70502.

Abbeville, Louisiana this 18th day of May, 1992.

/s/ Charles R. Sonnier
CHARLES R. SONNIER